

**Charles E. Kelly Support Facility
Neville Island Maintenance Facility**

**Finding of Suitability to Transfer
(FOST)**

November 2010

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1.0 PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of 9.31 acres on the Charles E. Kelly Support Facility (CEKSF) Neville Island satellite maintenance facility to Kelly Center Local Redevelopment Authority (KCLRA) and the public, consistent with Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Department of Defense policy, and U.S. Army policy. In addition, this FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2.0. PROPERTY DESCRIPTION

The specific property covered by this FOST is located on the southern portion of the Neville Island Maintenance Facility consists of 9.31 acres and includes two Quonset huts and a small storage building. The Neville Island Facility itself is located east of I-79 in Neville Township, PA, on the eastern half of Neville Island among other private industrial facilities. The property to be transferred consists of the 9.31 acres located south of Grand Avenue. The entire 15 acre Neville Island Maintenance Facility was previously used as an industrial maintenance facility. The 9.31 acres covered in this FOST was used to store vehicles that had completed maintenance and were awaiting pickup. Quonset huts were used to store spill containment kits and other non hazardous supplies. The portion of the property located north of Grand Avenue is intended to be transferred to USACE for industrial uses consistent with the intended reuse of the property, as set forth in the Kelly Center Redevelopment Authority's reuse plan. The portion of property south of Grand Avenue is to be transferred from Army control. A site map of the property is included with Enclosure 1.

3.0. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the Science Applications International Corporation (SAIC)-prepared Environmental Condition of Property (ECP) Report for the Charles E. Kelly Support Facility (CEKSF), in Oakdale, Pennsylvania, which includes the 15 acres of Neville Island. The purpose of the ECP was to determine the environmental baseline condition of CEKSF (and the Neville Island Maintenance Facility) in preparation for Real Property Disposal.

The ECP was developed in compliance with Army Regulation (AR) 200-1, Environmental Protection and Enhancement, 21 February 1997; Department of the Army (DA) Pamphlet (PAM) 200-1, Environmental Protection and Enhancement, 17 January 2002; and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) §120. The information developed in the ECP was the result of a complete search of agency files during the development of the ECP.

An update to the ECP was prepared in February 2010.

A complete list of documents providing information on the environmental condition of the property is attached (Enclosure 2).

4.0. ENVIRONMENTAL CONDITION OF PROPERTY

In accordance with ASTM Designation D5746-98, Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities, the 9.31

acres to be transferred has been classified as Category 1: an area or parcel of real property where no release, disposal, or migration of hazardous substances has occurred.

4.1. Environmental Remediation Sites

There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the property.

4.2. Storage, Release, or Disposal of CERCLA Hazardous Substances

There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities. The CERCLA 120(h)(4) Notice and Covenant at Enclosure 3 will be included in the Deed.

4.3. Storage, Release, or Disposal of Petroleum and Petroleum Products

4.3.1. Underground and Above Ground Storage Tanks (UST/AST)

There is no evidence that petroleum products were stored in underground or above-ground storage tanks on the property.

4.3.2. Petroleum and Petroleum Products (Not Stored in USTs)

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on this parcel of the property.

4.4. Polychlorinated Biphenyls (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the property.

4.5. Asbestos

There is no evident asbestos-containing material (ACM) in buildings on this parcel of the property.

4.6. Lead Based Paint (LBP)

The exterior of Building 1108 was sampled for lead based paint (LBP) in the 2005 survey. Results of the survey indicate that the building did not test positive in the sample range below 0.05 ppm.

The property was not used for residential purposes and the intended reuse will remain industrial, however, the deed will include a lead-based paint warning and covenant (Enclosure 4).

4.7. Radiological Materials

There is no evidence that radioactive material or sources were stored or used on the property.

4.8. Radon

Radon testing was not performed on the buildings on this parcel. However, radon monitoring was conducted in Buildings T-01001 and T-01002 (located on the northern parcel of the

property) as reported in February 2000. The results of the monitoring range from 0.2 to 0.7 pCi/L, which is well below the USEPA radon action level of 4.0 pCi/L.

4.9. Munitions and Explosives of Concern (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the property. In addition, the property was always used by the Army as a repair and maintenance site and there is no record of MEC being discovered on the property or any record that munitions-related activities occurred.

The term “MEC” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.10. Other Property Conditions

The Neville Island facility is located near the Ohio River in a flood prone area. Flood-prone areas were determined for the Land Use Classification Plan for the facility (SAIC?? 2001). In consideration of the requirements of Executive Order No. 11988, Army property conveyance documents will notify property transferees of their obligations to adhere to applicable restrictions on the property imposed by federal, state, or local floodplain regulations.

5. ADJACENT PROPERTY CONDITIONS

There are six UST sites (four reported leaks), five small quantity generators (SQGs), and three large quantity generators (LQGs) of hazardous waste sites, and no NPL sites within 1 mile of the Neville Island facility. Neville Chemical Company reported 57 violations and contaminated groundwater at their location on Grand Avenue/Navy Road, 1 mile west-northwest of the Neville Island Facility. Migration of contaminated groundwater and current human exposures are under control there. However, there are no known conditions adjacent to the property that present an unacceptable risk to human health and the environment.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army’s right to conduct remediation activities if necessary in the future (Enclosure 3).

7.0 REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 3, the Pennsylvania Department of Environmental Protection and the public were notified at the initiation of this FOST. The Regulatory/public comment period began on October 5, 2010 and ended on November 5, 2010. There were no comments received during the public comment period. A copy of the regulatory/public notice is included in Enclosure 7.

8.0 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Assessment (2010). There were no encumbrances

or conditions identified in the NEPA analysis as necessary to protect human health or environment.

9.0 FINDING OF SUITABILITY TO TRANSFER

Based on the information above, I conclude that the Property qualifies as CERCLA §120(h)(4) uncontaminated property and is transferable under that section. In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions in the Environmental Protection Provisions that shall be included in the deed for the property. The deed will include the CERCLA 120(h)(4) Notice, Covenant, and Access Provisions and Other Deed Provisions. Whereas no hazardous substances or petroleum products were stored for one year or more, known to have been released, or disposed of on the parcel, a hazardous substance or petroleum notification is not required..



COL Clarence D. Turner
Chief, BRAC Division

12 / 08 / 2010
Date

ENCLOSURES

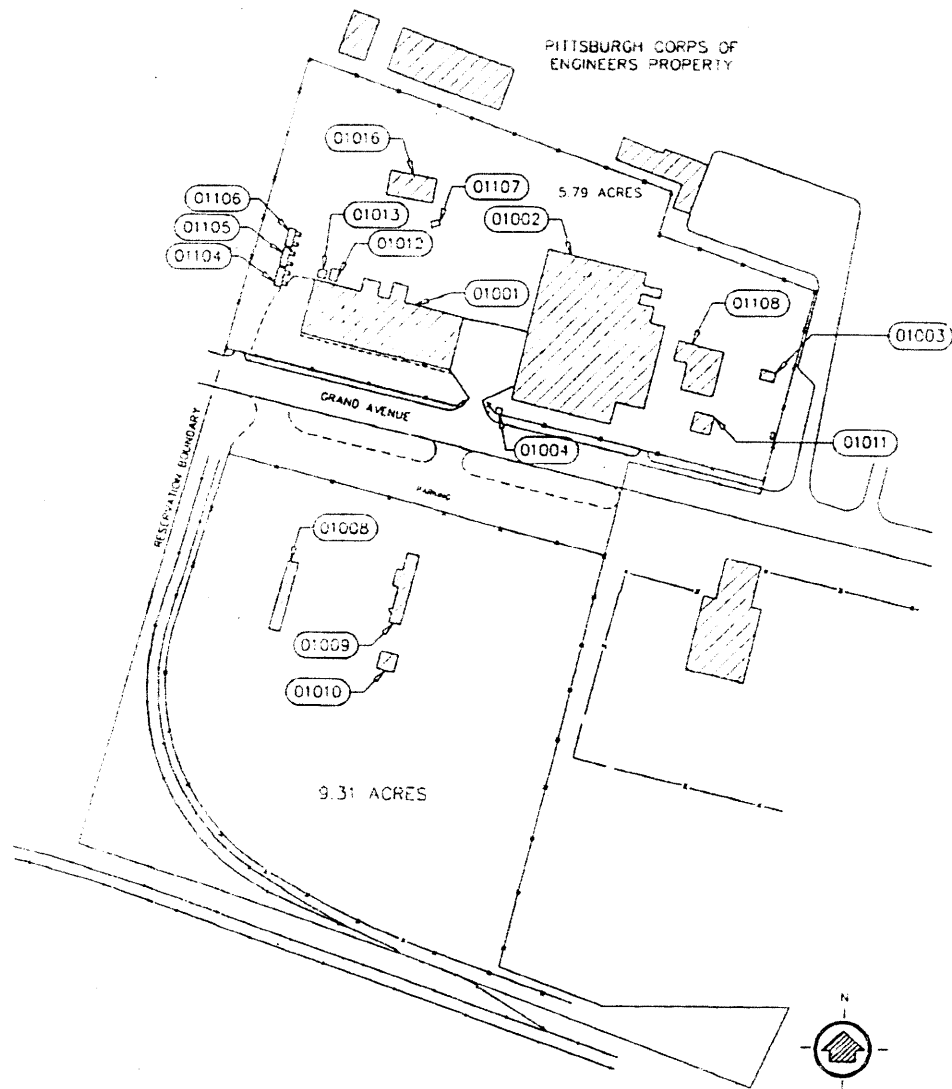
FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

ENCLOSURE 1 SITE MAP

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY



PROPERTY BOUNDARY
FENCE LINE

01001-Maint Gen Purpose
01002-Maint Gen Purpose
01003-Storage Gen Purpose
01004-Utility Building
01005-Storage Gen Purpose
01006-Storage Gen Purpose
01007-Storage Gen Purpose
01008-Storage Gen Purpose
01009-Storage Gen Purpose
01010-Storage Gen Purpose
01011-Flam Mat Storage
01012-Flam Mat Storage
01013-Flam Mat Storage
01014-Flam Mat Storage
01015-Flam Mat Storage
01016-Flam Mat Storage
01017-Storage Gen Purpose
01018-Sand Blasting Bldg

4		
3		
2		
1		
NO	DATE	REVISION
CHARLES E. KELLY SUPPORT FACILITY DIRECTORATE OF PUBLIC WORKS 6 LOBAUGH STREET OAKDALE, PA 15071		
SITE MAP NEVILLE ISLAND		
DRAWN BY: JWS	SCALE: NONE	
CKD BY: GMS	DATE: 21 JAN 09	
APPR BY:	DWG NO: NEVSL	
SUBMITTED BY:	SHT NO: 1 OF 1	

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

ENCLOSURE 2 ENVIRONMENTAL DOCUMENTATION

CEKSF 2006. Environmental Condition of Property Report, Charles E. Kelly Support Facility, Oakdale, Pennsylvania. November.

CEKSF 2010. Environmental Condition of Property Report, Update, Charles E. Kelly Support Facility, Oakdale, Pennsylvania. November.

USACE (U.S. Army Corps of Engineers) 2010. Environmental Assessment for BRAC 2005 Disposal and Reuse of the Charles E. Kelly Support Facility, Pennsylvania. June.

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

ENCLOSURE 3 CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. CERCLA COVENANT

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620 (h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

2. RIGHT OF ACCESS

A. Pursuant to section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620 (h)(4)(D)(ii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearly lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier or servants pursuant to and in accordance with this covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

3. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size or kind or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

4. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS IN THIS Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

5. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the lease conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

ENCLOSURE 4 ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant any interest, privilege or license.

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove, or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

B. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. The right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

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CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

FINDING OF SUITABILITY TO LEASE

CEKSF NEVILLE ISLAND MAINTENANCE FACILITY

ENCLOSURE 5

REGULATORY/PUBLIC NOTICE

No. _____ Term, _____

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss C. Mohamed, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the _____ regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

05 of October, 2010

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

COPY OF NOTICE OR PUBLICATION

30-DAY PERIOD FOR PUBLIC COMMENT

The U.S. Army proposes to transfer real property consisting of six parcels of the Charles E. Kelly Support Facility, located in Oakdale and Neville Island, Pennsylvania from Army ownership. These parcels are known as Upper Post (PBC2), Building 14, Mid Post, Lower Post (PBC1), Site 62 and Neville Island Maintenance Facility. Two parcels, PBC1 and PBC2 will be transferred to Collier Township, PA for recreational and community safety uses. The remaining parcels located in Oakdale, Pennsylvania will be sold.

In compliance with Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act and the National Environmental Policy Act, the Army has completed an Environmental Assessment (EA), Draft Finding of Suitability for Transfer (FOST), and Finding of No Significant Impact (FNSI). The public is invited to review and provide written comments on these documents.

Copies of the documents for the parcels located in Oakdale, Pennsylvania are available for public review at the Collier Township Municipal Building, 2418 Hilltop Road, Presto, Pennsylvania 15142. Copies of the documents for the parcel located on Neville Island are available for review at the Neville Township Municipal Building, 5050 Grand Avenue, Pittsburgh, PA 15225.

PG PUBLI
hereby ack
been fully

34 Boulevard
PITTSBURGH
Phone 412

I hereby certify
said notice.

Written comments shall be received and considered up to 30 days from the publication of this notice and should be directed to Georgiann Sekela via e-mail, georgiann.m.sekela@us.army.mil or to the following address: C.E. Kelly Support Facility, 36 Mathies Circle, Oakdale, PA 15071.

C. Mohamed

PG Publishing Company

Sworn to and subscribed before me this day of:
October 05, 2010

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Linda M. Gaertner, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2011

Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

C. E. Kelly Support Facility
Attn: Georgiann M. Sekela
36 Mathies Circle
Oakdale, PA 15071

To PG Publishing Company

Total ----- \$585.00

Publisher's Receipt for Advertising Costs

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation

By

Maria Lucia

the original Proof of Publication and receipt for the Advertising costs in the subject matter of

Attorney For



DEPARTMENT OF THE ARMY
CHARLES E. KELLY SUPPORT FACILITY
36 MATHIES CIRCLE
OAKDALE PA 15071

DAIM-ODB

30 September 2010

Ronald A. Schwartz, P.E.
Assistant Regional Director
Southwest Regional Office
Pennsylvania Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222-4745

Dear Mr. Schwartz,

Enclosed for your review, please find one CD with text files and enclosures of the Finding of Suitability to Transfer (FOST) documents for the Charles E. Kelly Support Facility which is Allegheny County, Pennsylvania. The FOSTs have been prepared in conjunction with the real estate actions that will allow these parcels of property to be transferred from the federal government in accordance with BRAC 2005.

The FOSTs will undergo a 30 day public comment period after the notice to comment which is scheduled to occur on October 3, 2010. Interested parties are invited to review and comment within the 30 days of publication.

Thank you for taking time to review this report. Feel free to direct any comments to the writer at U.S. Army Charles E. Kelly Support Facility, 36 Mathies Circle, Oakdale, Pa 15071 or georgiann.m.sekela@us.army.mil.

A handwritten signature in black ink, reading "Georgiann M. Sekela", is positioned above the typed name and title.

Georgiann M. Sekela, P.E.
C.E. Kelly Support Facility
Base Transition Coordinator/
BRAC Environmental Coordinator

Enclosure



DEPARTMENT OF THE ARMY
CHARLES E. KELLY SUPPORT FACILITY
36 MATHIES CIRCLE
OAKDALE PA 15071

DAIM-ODB

30 September 2010

Director
Federal Facilities Restoration and Reuse Office
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Dear Director,

Enclosed for your review, please find one CD with text files and enclosures of the Finding of Suitability to Transfer (FOST) documents for the Charles E. Kelly Support Facility which is Allegheny County, Pennsylvania. The FOSTs have been prepared in conjunction with the real estate actions that will allow these parcels of property to be transferred from the federal government in accordance with BRAC 2005.

The FOSTs will undergo a 30 day public comment period after the notice to comment which is scheduled to occur on October 3, 2010. Interested parties are invited to review and comment within the 30 days of publication.

Thank you for taking time to review this report. Feel free to direct any comments to the writer at U.S. Army Charles E. Kelly Support Facility, 36 Mathies Circle, Oakdale, Pa 15071 or georgiann.m.sekela@us.army.mil.

A handwritten signature in black ink, reading "Georgiann M. Sekela".

Georgiann M. Sekela, P.E.
C.E. Kelly Support Facility
Base Transition Coordinator/
BRAC Environmental Coordinator

Enclosure